

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

FOREWORD MAGAZINE, INC.,
a Michigan corporation,

Plaintiff,

vs.

OVERDRIVE, INC.,
a Delaware Corporation,

Defendant.

Case No. 1:10-cv-1144

Honorable Paul L. Maloney
Chief United States District Judge

VERDICT FORM

We, the jury, being first duly empaneled and sworn in the above entitled cause, do find as follows:

ANTICYBERSQUATTING CONSUMER PROTECTION ACT

On the claim of Plaintiff ForeWord Magazine, Inc. against Defendant OverDrive, Inc. for cybersquatting under the Anticybersquatting Consumer Protection Act, we, the jury, find as follows:

We find that Defendant is liable to Plaintiff for damages in the amount of \$ 74,500.00
(between \$1,000 and \$100,000).

BREACH OF CONTRACT

On the claim of Plaintiff ForeWord Magazine, Inc. against Defendant OverDrive, Inc. for breach of contract, we, the jury, find as follows:

Question No. 1: Did Defendant breach its contract with Plaintiff?

Answer: YES (yes or no)

If your answer to Question No. 1 is "Yes", please go to Question No. 2 and Question No. 3.

Question No. 2: Is Plaintiff entitled to nominal damages?

Answer: YES (yes or no)

ATTORNEYS' FEES FOR BREACH OF CONTRACT

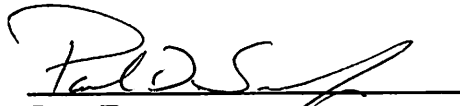
On the claim of Plaintiff ForeWord Magazine, Inc. against Defendant OverDrive, Inc. for breach of contract, we, the jury, find as follows:


Question No. 3: If you found that Defendant breached its contract with Plaintiff, is Plaintiff entitled to attorneys' fees under the terms of the contract?

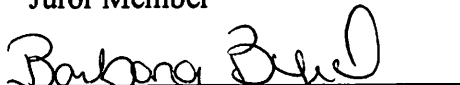
Answer: YES (yes or no)

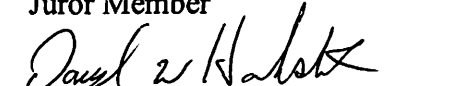
Dated: July 12, 2012


Signed,



Jury Foreperson



Juror Member

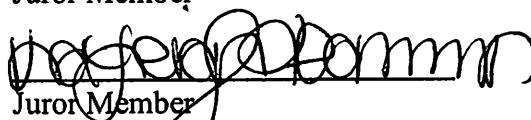

Juror Member


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